

1 ZEV SHECHTMAN (BAR NO. 266280)
 2 Zev.Shechtman@saul.com
 3 CAROL CHOW (BAR NO. 169299)
 4 carol.chow@saul.com
 5 RYAN COY (BAR NO. 324939)
 6 ryan.coy@saul.com
 7 SAUL EWING LLP
 8 1888 Century Park East, Suite 1500
 9 Los Angeles, California 90067
 Telephone: (310) 255-6100
 Facsimile: (310) 255-6200

7 Attorneys for Phillip Christensen, as Receiver

8 **UNITED STATES DISTRICT COURT**

9 **EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION**

10
 11 METROPOLITAN LIFE INSURANCE
 COMPANY, a New York corporation,

12 Plaintiff,

13 vs.

14 ACDF, LLC, a California limited liability
 company, et al.,

15 Defendants.

Lead Case No. 1:24-cv-01261-KES-SAB

Consolidated with Case Nos:
 1:24-cv-01226; 1:24-cv-01230; 1:24-cv-
 01231; 1:24-cv-01232; 1:24-cv-01233; 1:24-
 cv-01235; and 1:24-cv-01241

**ORDER APPROVING SALE OF REAL
 PROPERTY AND FOR RELATED
 RELIEF PURSUANT TO SALE NOTICE
[ECF NO. 159]**

Hearing:

Date: September 22, 2025

Time: 2:30 p.m.

Place: Robert E. Coyle U.S. Courthouse
 2500 Tulare Street
 Courtroom 6, 7th Floor
 Fresno, CA 93721

- 18 Affects All Cases
- 19 Affects Metropolitan Life Ins. Co. v.
 20 ACDF, LLC, et al., 1:24-cv-01261
- 21 Affects Metropolitan Life Ins. Co. v.
 22 FNF Farms, LLC, et al., 1:24-cv-01226
- 23 Affects Metropolitan Life Ins. Co. v. C
 24 & A Farms, LLC, et al., 1:24-cv-01230
- 25 Affects Metropolitan Life Ins. Co. v.
 26 Maricopa Orchards, LLC, et al., 1:24-
 27 cv-01231
- 28 Affects Brighthouse Life Ins. Co. v.
 29 Kamm South, LLC, et al., 1:24-cv-
 30 01232
- 31 Affects Brighthouse Life Ins. Co. v.
 32 Manning Avenue Pistachios, LLC, et
 33 al., 1:24-cv-01233 Case No. 1:24-cv-
 34 01233

- Affects Brighthouse Life Ins. Co. v. ACDF, LLC, et al., 1:24-cv-01235
 - Affects MetLife Real Estate Lending, LLC v. Panoche Pistachios, LLC, et al., 1:24-cv-01241

7 The Court having held a hearing on September 22, 2025, at 2:30 p.m., at the above-
8 captioned Courthouse, the Honorable Kirk E. Sherriff, United States District Judge, presiding,
9 pursuant to the *Receiver's Amended Notice of Sale Hearing and Auction* (ECF No. 159) (the “Sale
10 Notice”), filed by Motion Phillip Christensen, Receiver of the above-referenced estate (the
11 “Receiver” or “Seller”) on August 18, 2025;¹ the Court having previously approved sale
12 procedures pursuant to a Sale Procedures Order (ECF No. 147) authorizing the Sale Notice;
13 having read and considered the Sale Notice, and there being no opposition with respect thereto;
14 having heard any oral arguments of counsel at the hearing; having considered the Purchase and
15 Sale Agreement (“PSA”) filed with the Sale Notice; having reviewed the supplemental
16 declarations of Receiver Phillip Christensen (ECF No. 169) and Robb M. Stewart (ECF No. 171);
17 the Receiver having called for higher and better bids before the Sale Hearing, and no higher or
18 better bids having been submitted; and good cause appearing therefor; it is hereby ORDERED
19 THAT:

1. The sale pursuant to the Sale Notice is APPROVED. Without limiting the
generality of the foregoing, it is further

22 | ORDERED THAT:

23 2. The sale by the Receiver of the farmland and improvements thereon with respect to
24 real property described in Exhibit A hereto (the “Subject Property”), to the Buyer, Munger
25 Enterprises, an LP or permitted assignee, for the Purchase Price of \$1,300,000, is approved. The
26 Deposit of \$100,000 shall be credited to the Purchase Price and the balance must be paid at

²⁸ ¹ Unless otherwise indicated, defined terms are the same as in the Sale Notice.

1 closing.

2 3. The sale is free and clear of liens of Metropolitan Life Insurance Company.

3 4. The closing must occur no later than 21 days after entry hereof, and may occur
4 immediately after entry hereof.

5 5. The Receiver is authorized to pay real estate brokers' commissions and other costs
6 in connection with the sale, as described in the Sale Notice.

7 6. The Court finds that the sale satisfies 28 U.S.C. §§ 2001 and 2002.

8 7. The notice of the sale is adequate and proper.

9 8. The sale is "AS-IS" and "WHERE-IS" "WITH ALL FAULTS" and "WITHOUT
10 REPRESENTATIONS OR WARRANTIES" except to the extent expressly and unambiguously
11 stated in the PSA.

12 9. The Buyer's only remedy if the sale is not consummated through no fault of Buyer
13 is a return of the Deposit. If the sale is not consummated due to an act or omission by Buyer, then
14 Buyer shall forfeit the Deposit.

15 10. The Receiver is authorized to execute documents and take such other and further
16 action as is necessary to close the sale.

17 11. This Court shall retain exclusive jurisdiction over the subject matter hereof.

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20 IT IS SO ORDERED.

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Dated: September 24, 2025



UNITED STATES DISTRICT JUDGE

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EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF KERN, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

APN **ACREAGE**
238-340-24 158.28+-

SALE INCLUDES—

WHEELER RIDGE MARICOPA WSD TURNOUT DG13 AND CONTRACT NUMBER
124A18A

Ten (10) wind machines with drive lines.

WHEELER RIDGE MARICOPA WSD CONTRACT ENTITLEMENT - ~~SELLER~~ Buyer To be verified by Buyer
~~SELLER~~ shall continue to irrigate the property at ~~SELLER'S~~ expense until the close of escrow.

SALE EXCLUDES AND THERE SHALL BE RESERVED FROM ANY DEED TO THE PROPERTY-

All rights available to the Property or the owner thereof under the Water Supply Agreement and Easement dated September 28, 2015 and recorded as Document No. 224111300, Kern County Official Records are excluded from this transaction and shall be reserved by the Seller from any conveyance of the Property. If the debt secured by the MLIC deed of trust appearing on title is paid in full at or prior to the closing of the transaction (through a "true-up" of the MLIC loan by other creditors of Maricopa Orchards LLC or otherwise), Seller and MLIC will agree for this Water Supply Agreement and Easement to be terminated by the parties thereto and the related Collateral Assignment to MLIC to be released from title to the Property.

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EXHIBIT A